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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UM CORPORATION, a Japanese
corporation,

Plaintiff,

v.

TSUBURAYA PRODUCTIONS CO.,
LTD., a Japanese corporation,

Defendant.

AND RELATED CROSS-CLAIMS

**[PROPOSED] JOINT STATEMENT
OF THE CASE**

Pretrial Conf.: October 20, 2017
Trial: November 7, 2017

1 The parties hereby submit the following Joint Statement of the Case to be
2 read to prospective jurors pursuant to the Order re Jury Trial dated November 5,
3 2015 (Dkt. 38). The following statement assumes that, in light of the Court's Order
4 Granting Tsuburaya Productions Co. Ltd.'s Motion for Summary Judgment (Dkt.
5 182), the parties will be realigned for trial, such that Tsuburaya will be the plaintiff
6 and the other parties will be the defendants.

7 Dated: October 6, 2017

MICHAEL CHIBIB, P.C.
JEFFREY D. WEXLER
TIMOTHY RAWSON
PILLSBURY WINTHROP SHAW
PITTMAN LLP

8 By:

9 /s/ Jeffrey D. Wexler
10 Jeffrey D. Wexler
11 Attorneys for Plaintiff and Counterdefendant
12 UM CORPORATION and Counterdefendants
13 GOLDEN MEDIA GROUP, INC. and TIGA
14 ENTERTAINMENT COMPANY, LTD.

15 Dated: October 6, 2017

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22 By:

23 /s/ Daniel C. Posner
24 Daniel C. Posner
25 Attorneys for Defendant and
26 Counterclaimant TSUBURAYA
27 PRODUCTIONS CO.. LTD.
28

1 I attest that Jeffrey D. Wexler, counsel for plaintiff and counterdefendant UM
2 Corporation and counterdefendants Golden Media Group, Inc. and TIGA
3 Entertainment Company, Ltd., concurs in this filing's content and has authorized the
4 filing.

5
6 Dated: October 6, 2017

By:

/s/ Daniel C. Posner

Daniel C. Posner

Attorneys for Defendant and Counterclaimant
TSUBURAYA PRODUCTIONS CO., LTD.

Joint Statement of the Case

The plaintiff in this case is a Japanese entertainment company called Tsuburaya Productions Co. Ltd. (or “Tsuburaya” or “TPC”). Since the 1960s, Tsuburaya has created a series of television shows and movies featuring a superhero character named “Ultraman,” and other related superhero and “monster” characters. Tsuburaya claims that it is the exclusive owner of all rights to distribute all the “Ultraman” works it has created in all countries around the world, including the United States.

The defendants in this case are UM Corporation (or “UMC”), TIGA Entertainment Company, Ltd. (or “TIGA”), Golden Media Group, Inc. (or “GMG”), Ultraman USA, Inc., and an individual from Thailand named Sompote Saengduenchai (or “Mr. Sompote”). The defendants claim that on March 4, 1976, Tsuburaya’s then-president entered into a contract with Mr. Sompote, granting him the exclusive rights to distribute and display, outside of Japan, the “Ultraman” works identified in that alleged contract. The parties will refer to this alleged contract as the “1976 Document” or the “1976 Agreement.” The defendants, except for Ultraman USA, claim that Mr. Sompote later transferred all his rights under the 1976 Document to UM Corporation. Ultraman USA claims that Mr. Sompote kept at least some of his rights and transferred them to Ultraman USA.

Tsuburaya claims that the 1976 Document is a forgery and was never a valid contract. Tsuburaya further claims that, even if the document was ever a valid contract, it has been terminated and is no longer a valid contract.¹

The defendants have distributed or displayed certain “Ultraman” works in the United States. They claim that they had the right to do this because of the 1976

¹ The parties agree that if the Court has decided prior to the start of trial that the jury will not be presented with TPC’s claim that the March 4, 1976 License Granting Agreement has been terminated, then this sentence should be deleted from this Joint Statement of the Case.

1 Document. Tsuburaya claims that they did not have the right to do this because the
2 1976 Document is not a valid contract, and therefore the defendants have infringed
3 Tsuburaya's copyrights in "Ultraman" works.

4 The central questions in this trial are (1) whether the 1976 Document is a
5 valid contract, and (2) if it is not a valid contract, whether the defendants have
6 infringed Tsuburaya's copyrights by distributing "Ultraman" works in the United
7 States without Tsuburaya's authorization.